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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	
	:	
DELPHI CORPORATION, et al.,	:	Case No 05-44481 (RDD)
	:	
Debtor.	:	(Jointly Administered)
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**LIMITED OBJECTION OF CORNING INCORPORATED (“CORNING”) TO
THE ASSUMPTION OF, AND THE CURE AMOUNTS ASSERTED BY
DEBTOR, FOR CONTRACTS 50186, 50187, 50188 AND 50189 IN DEBTOR’S
NOTICES OF ASSUMPTION AND ASSERTED CURE AMOUNTS IN
CONNECTION WITH THE SALE OF DEBTOR’S CATALYST BUSINESS**

Background

1. Pursuant to the Order under 11 U.S.C. § 363 And Fed. R. Bankr. P. 2002 And 9014 (i) Approving Bidding Procedures, (ii) Granting Certain Bid Protections, (iii) Approving Form And Manner Of Sale Notices, And (iv) Setting A Sale Hearing (the “Bidding Procedures Order”) entered by the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) on June 29, 2007, Delphi Corporation (“Delphi”) and certain of its affiliates, (collectively “Debtor”) have entered into a Master Sale And Purchase Agreement (“Agreement”) with Umicore and certain of its affiliates (the “Purchasers”) for the purchase of substantially all of the assets exclusively used in the catalyst business of Delphi Corporation.

2. Pursuant to the terms of the Bidding Procedures Order Debtor served Corning Incorporated (“Corning”) with two Notices each dated July 5, 2007 one advising of an intent by Debtor to assume certain contracts designated by “Contract Order No” and the other setting forth proposed cure amounts for contracts denominated in the Notice as 50186, 50187, 50188 and 50189 in Exhibit 1 of the Cure Amount Notice.

Limited Objection

3. Due to the limited time between the Notice and the objection deadline, Corning has not been able to identify the contracts at issue or to form an opinion as to the assumption of those contracts, and has filed this Limited Objection to protect its rights to contest the amounts of cure costs asserted by the Debtor and further investigate the assumption issue.

4. Corning files this limited objection to the assumption and/or cure amounts since Corning has not been able to date, in the short time given to object, to adequately identify or review the terms of the contracts and to verify the amounts allegedly due Corning and the contractual protections relating to assumption.

5. At this time, Corning simply cannot agree that the cure amounts are correct and, in fact, believe that additional amounts may be due.

6. Prior to any hearing on this objection, Corning will endeavor to further review its books and records and reach out to the Debtor to amicably resolve the appropriate cure amounts and any assumption issues.

7. However, given the limited time that the Debtor has provided Corning to verify proper cure amounts, we have interposed this objection to protect Corning's interests since, by the terms of the Motion, unless an objection is filed, Debtor's cure amount assertions will be held to be conclusively correct.

8. Therefore, we request that the Court not approve the assumption of the contracts or amounts claimed by Debtor to be due Corning and set this matter down for a hearing as provided for in the Motion.

Dated: New York, New York
July 13, 2008

Nixon Peabody LLP

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